

Exhibit 16

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND**
Greenbelt Division

IN RE:
Caprice Foster
Debtor

Case No. 16-23334-WIL

Prosperity Home Mortgage, LLC
Movant

Chapter 13

vs.

Caprice Foster
Debtor

and

Marcus A. Foster
Co-debtor

and

Nancy Spencer Grisby
Chapter 13 Trustee

**MOTION FOR RELIEF FROM AUTOMATIC STAY AND REQUEST FOR
IMPOSITION OF EQUITABLE SERVITUDE FOR 180 DAYS ON REAL PROPERTY
LOCATED AT 700 ARDONIA TERRACE, UPPER MARLBORO, MARYLAND 20774**

Prosperity Home Mortgage, LLC (hereinafter "Prosperity"), its assigns and/or its successors in interest, pursuant to Fed. R. Bankr. P. 4001, 9013, and Maryland Local Bankr. Rule 4001, moves for relief from the automatic stay of 11 U.S.C. § 362(a) and the co-debtor stay under 11 U.S.C. § 1301(a), and further requests imposition of an equitable servitude for a period of 180 days on the subject property, and states as follows:

INTRODUCTION

1. On or about October 5, 2016, Caprice Foster (hereinafter "Debtor" or "Mrs. Foster") filed a voluntary petition in this Court under Chapter 13 of the United States Bankruptcy Code.

2. This is the fifth case filed in this Court—either by the Debtor or her husband Marcus Foster—to use the bankruptcy code's automatic stay to obstruct Prosperity's lawful efforts to foreclose a deed of trust to real property located at 700 Ardonia Terrace, Upper Marlboro, Maryland 20774 (hereinafter the "Property").¹ The first four cases have been dismissed, essentially, because the debtor failed to prosecute them.

3. Prosperity files this motion to obtain relief from the automatic stay for the purpose of obtaining possession of, and final legal title to, the Property. Prosperity also seeks imposition of another equitable servitude on the Property to prevent both Mr. and Mrs. Foster from abusing the bankruptcy code to obstruct Prosperity's foreclosure proceedings.

4. Pursuant to Maryland Local Bankr. Rule 9013-2, Prosperity states that no memorandum will be filed and Prosperity relies on this motion and the exhibits attached hereto.

FACTUAL BACKGROUND

5. On January 31, 2014, the Debtor and her husband, Marcus A. Foster, were deeded title to the Property as tenants by the entirety. That deed is attached as ***Exhibit 1***.

6. This purchase was financed by a home loan that Prosperity issued to Mr. Foster. The promissory note, dated January 31, 2014, in a principal amount of \$636,446.00 with interest at the original note rate of 4.250%, is attached as ***Exhibit 2***.

¹ As will be described below, the first three bankruptcy cases were commenced by the Debtor's husband, Marcus Foster. The next two (including this case) were filed by the Debtor herein, Caprice Foster.

7. Debtor and Mr. Foster, as tenants by the entirety, granted a January 31, 2014, deed of trust that secured to Prosperity the repayment of the promissory note. That deed of trust is attached as ***Exhibit 3***.

8. Before purchasing the Property, Mr. Foster defrauded Prosperity by making material misrepresentations on his application for a home loan. A copy of that loan application is attached to the Certificate of Prosperity's Custodian of Records, which is attached hereto as ***Exhibit 4***, at pp. 1-6.²

9. Specifically, Mr. Foster attached to his loan application a fraudulent Internal Revenue Service Form 1099, purportedly issued by Gateway Medical LLC, listing Mr. Foster's non-employee annual compensation as \$162,500.00. See ***Exhibit 5***.

10. Mr. Foster fabricated that IRS form and fraudulently submitted it to Prosperity with his home loan application. In reality, Mr. Foster has never been associated with Gateway Medical LLC and has never earned income from Gateway Medical LLC. See Affidavit of Lauren Carbo, CEO of Gateway Medical LLC, attached hereto as ***Exhibit 6***.³

11. Mr. Foster falsely represented on his loan application that he had previously been employed by the University of North Carolina at Chapel Hill. In reality, Mr. Foster has never been employed by the University of North Carolina at Chapel Hill, as demonstrated by correspondence from the university. See ***Exhibit 4***, at p. 6.

12. The first payment due under the promissory note was March 1, 2014. The last payment made on the promissory note was on July 15, 2014.

² This certificate was first filed in the foreclosure proceeding in the Circuit Court for Prince George's County.

³ This Affidavit was initially submitted in a bankruptcy action (now dismissed) that Mr. Foster commenced.

13. Prosperity commenced proceedings to foreclose the deed of trust. Mrs. and Mr. Foster have, together, filed a total of five bankruptcy petitions in this Court in a frivolous effort to obstruct these foreclosure proceedings. Three of those petitions were filed by Mr. Foster. Two—including this case—were filed by Mrs. Foster. These bankruptcy cases are described as follows:

14. On June 3, 2015, Marcus Foster filed for Chapter 13 bankruptcy ("Bankruptcy No. 1") in this Court. *See* Bankruptcy Petition No. 15-BK-17955-WIL.⁴ That filing caused the cancellation of a foreclosure auction that had been scheduled for June 12, 2015. Bankruptcy No. 1 was dismissed on August 21, 2015 because Mr. Foster failed to attend the meeting of creditors.

15. On October 8, 2015, Mr. Foster filed for Chapter 7 bankruptcy ("Bankruptcy No. 2"). *See* Bankruptcy Petition No. 15-BK-23993-WIL. Bankruptcy No. 2 caused the cancellation of a foreclosure auction that had been scheduled for the very next day, October 9, 2015. On November 24, 2015, this Court dismissed Bankruptcy No. 2 because Mr. Foster failed to complete various required filings.

16. On January 15, 2016, Mr. Foster filed for Chapter 7 bankruptcy ("Bankruptcy No. 3"). *See* Bankruptcy Petition No. 16-BK-10498-WIL. Bankruptcy No. 3 caused the cancellation of a foreclosure auction that had been scheduled for January 15, 2016. On February 25, 2016, this Court dismissed Bankruptcy No. 3 because Mr. Foster failed to complete various required filings.

17. On February 18, 2016, Prosperity moved in this Court for relief from the automatic bankruptcy stay arising from Bankruptcy No. 3 and for an equitable servitude on the

⁴ This Court may take judicial notice of the filings in the Fosters' various bankruptcy cases. *In re Abdul Muhammin*, 343 B.R. 159, 163 (Bankr. D. Md. 2006) ("The court will take judicial notice of filings made in this court....").

Property, which would prevent the automatic stay from attaching to the Property by reason of any new bankruptcy filing by any person holding an interest in the Property, including Mr. and Mrs. Foster.

18. The grounds for that motion included Mr. Foster's fraudulent misrepresentations on his home loan application, and his three frivolous bankruptcy filings.

19. On March 22, 2016, this Court granted Prosperity's motion and ordered that the Property be subject to a 180-day equitable servitude, commencing on March 17, 2016, which equitable servitude prevented any bankruptcy stay from attaching to the Property by reason of any new bankruptcy filing by any person holding an interest in the Property, including Caprice Foster. That order is attached as ***Exhibit 7***.

20. The order provided that:

[T]he equitable servitude shall prevent any stay under 11 U.S.C. § 362(a) from attaching to the Property by reason of any new bankruptcy being filed by any person holding a legal, equitable, possessory, leasehold, or other interest in the Property, including but not limited to any bankruptcy filing by Marcus or Caprice Foster; and it is further,

ORDERED, that [Prosperity] shall not be prohibited by reason of any new bankruptcy filing and [Prosperity] may proceed unfettered with state court actions against the Property, including but not limited to any foreclosure action, foreclosure proceeding, or foreclosure sale, any eviction action or eviction proceeding, as well as any other necessary and related activities in furtherance of execution of [Prosperity's] rights against the Property; and it is further,

ORDERED, that the automatic stay of 11 U.S.C. § 362(a) shall not be reimposed as to Debtor Marcus Foster's interest or Co-Owner Caprice Foster's interest in the property by the conversion of this case under another Chapter of the United States Bankruptcy Code....

Id.

21. On April 8, 2016, Mrs. Foster filed for Chapter 13 bankruptcy ("Bankruptcy No. 4"). *See* Bankruptcy Petition No. 16-14752-WIL.

22. On April 15, 2016—in accordance with the March 17, 2016, equitable servitude—Prosperity purchased the Property at a foreclosure auction for \$723,431.20, the amount of the principal debt owed, interest that had accrued, and other costs. The Report of Sale is attached as ***Exhibit 8.***⁵

23. On May 15, 2016, Mrs. Foster attempted to invalidate the foreclosure sale—which had lawfully taken place under the equitable servitude—representing to the Circuit Court for Prince George's County that she "feel[s] this [foreclosure] sale was invalid due to the fact on April 8th I filed Chapter 13 in federal court...." *See* Caprice Foster's May 15, 2016, Letter, p. 1, attached hereto as ***Exhibit 9.***

24. On June 28, 2016, Bankruptcy No. 4 was dismissed because Mrs. Foster failed to attend the initially scheduled meeting of creditors, and then failed to attend the re-scheduled meeting of creditors. *See* Bankruptcy Petition No. 16-14752-WIL, ECF 40.

25. The Circuit Court of Prince George's County has not yet ratified the foreclosure sale, as it takes approximately eight months from the time of filing the report of sale and all other

⁵ A detailed statement of debt, under Md. Local Bankruptcy Rule 4001-1(b) is not required because Mrs. Foster is not indebted to Prosperity, but rather is a co-owner of the real property securing the debt owed by her husband, Marcus Foster. In an abundance of caution, however, as of the date of the foreclosure sale, Mr. Foster owed the following:

Unpaid Principal Balance	\$632,030.58
Accrued Interest	\$42,245.68
Late Charge Fees	\$2,129.08
Corporate Advances	\$14,368.67
Escrow Advance Balance	\$24,983.62
Escrow held for future distribution	\$673.57
Total:	\$723,431.20

papers until that court acts on ratification. Because that sale has not been ratified, Prosperity has not been conveyed the deed to the Property, an act necessary to acquire full legal title.

26. On August 17, 2016, Prosperity moved in the Circuit Court for Prince George's County for a judgment awarding possession of the Property.⁶

27. On October 3, 2016, the Honorable Toni E. Clarke, of the Circuit Court for Prince George's County, granted Prosperity's motion for a judgment awarding possession.

28. On October 5, 2016, Mrs. Foster commenced this bankruptcy action ("Bankruptcy No. 5").

29. On October 14, 2016, Mrs. Foster filed a suggestion of bankruptcy in the Circuit Court for Prince George's County, which has placed the foreclosure action on that court's "inactive" docket for the time being. Mrs. Foster failed to serve that suggestion on the undersigned.

30. On October 17, 2016, the Clerk of the Circuit Court for Prince George's County entered Judge Clarke's order granting Prosperity's motion for a judgment awarding possession on the court's docket. That entered order is attached as ***Exhibit 10***.

31. On October 19, 2016, rather than prosecute this action, Mrs. Foster sought delay, requesting another 10 days to file certain papers.

ARGUMENT

32. Pursuant to 11 U.S.C. § 362(d) and Maryland Local Bankr. Rule 3070-1, Prosperity now seeks relief from the automatic stay as to Mrs. Foster and from the co-debtor stay

⁶ Maryland law provides that a purchaser may move for possession of real property before the circuit court has ratified the foreclosure sale. *Empire Properties, LLC v. Hardy*, 386 Md. 628, 649 (2005) ("[W]here such language is provided in the deed of trust or mortgage, purchasers at foreclosure sales may be contractually entitled to possession prior to ratification of that sale by the court (mortgagees or their assigns may even be entitled to seek possession prior to the sale itself if the instruments so provide).").

as to Mr. Foster, because they no longer own the Property and because they continue to abuse the bankruptcy process.

33. Jurisdiction is based on 28 U.S.C. § 157 of the United State Bankruptcy Code. The relief requested may be granted in accordance with the provisions of 11 U.S.C. §§ 105(a) and 362(d) and pursuant to Fed. R. Bank. P. 9013 and 4001.

A. **This Court should terminate the automatic stay as to any actions related to the Property for two reasons: (1) Prosperity acquired equitable title, with the right to legal title, at the time it purchased the Property and the Fosters no longer own the Property, and (2) the instant bankruptcy action is part of a scheme to abuse the bankruptcy code to delay Prosperity's possession of the Property.**

34. Cause exists for terminating the automatic stay imposed by 11 U.S.C. §§ 362(a) to enable Prosperity to avail itself of its rights and remedies under the deed of trust and state law, including but not limited to (1) enforcing the recently-issued judgment awarding possession of the Property, (2) re-opening the foreclosure case to secure a ratification of the foreclosure sale, and (3) securing conveyance of the deed to the Property, thereby acquiring full legal title.

35. Under Maryland law, at the time "the gavel falls" at a foreclosure sale, the winning bidder acquires equitable title to the property, the trustee of the deed of trust selling the property retains bare legal title, and the debtors (here, the Fosters) hold "no equitable or legal title." *In re Denny*, 242 B.R. 593, 599 (Bankr. D. Md. 1999).

36. As a result, a debtor's post-sale bankruptcy petition does not draw the property into her bankruptcy estate. *Id.* That is because the debtor no longer owns the property. The fact that a foreclosure sale must thereafter be ratified by a Maryland circuit court "is of no moment because under Maryland law, unlike other states, debtor has no additional time to redeem the property after the auction." *Id.*

37. At the time of Mrs. Foster's bankruptcy petition (October 5, 2016), neither she nor Mr. Foster had any title to the Property because it had been sold at auction on April 15, 2016. Therefore, the Property is not part of Mrs. Foster's bankruptcy estate. For that reason, the stay should be lifted so that Prosperity may enforce all of its rights *vis a vis* the Property, including obtaining possession, and after ratification of the foreclosure sale, legal title to the Property. See *id.* at 599 (granting foreclosure purchaser's motion for relief from automatic stay to pursue ratification of the foreclosure sale because "[a]s the debtor held no equitable or legal title under Maryland law on the date of the petition instituting th[e] bankruptcy case, it follows that the bankruptcy filing did not create new property rights in the debtor, nor did it automatically destroy the property rights of the auction purchaser."). See also *In re De Souza*, 135 B.R. 793, 797 (Bankr. D. Md. 1991) (granting purchaser of property at pre-petition foreclosure sale relief from stay) ("The court finds that cause exists to lift the stay, namely, the need to reunite legal and equitable title in the hands of the foreclosure purchaser."); *In re May*, 546 B.R. 639, 642 (Bankr. D. Md. 2016) (granting creditor relief from automatic stay when debtor's real property had been sold at a pre-petition foreclosure auction and creditor sought to secure ratification of the foreclosure sale, reaffirming vitality of *In re De Souza* and *In re Denny*).⁷

38. As an independent ground, this Court should also grant Prosperity relief from the automatic stay because it has a security interest in the Property, which has been subject to multiple, frivolous bankruptcy filings designed to delay, hinder, or defraud Prosperity.

39. Under the bankruptcy code:

⁷ This Court's precedent requires that a foreclosure purchaser move for relief from the automatic stay. *In re Denny*, 242 B.R. at 599 ("[A]lthough debtor's remaining interest in the property is slight, such interest nevertheless requires the filing of a motion for relief from the automatic stay.").

"[o]n request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay--

* * *

(4) with respect to a stay of an act against real property under subsection (a), by a creditor whose claim is secured by an interest in such real property, if the court finds that the filing of the petition was part of a scheme to delay, hinder, or defraud creditors that involved either--

(A) transfer of all or part ownership of, or other interest in, such real property without the consent of the secured creditor or court approval; or

(B) multiple bankruptcy filings affecting such real property.

11 U.S.C. § 362(d)(4)(A-B) (emphasis added).

40. As described above, Mrs. and Mr. Foster's combined five bankruptcy petitions constitute a scheme of multiple bankruptcy filings to delay, hinder, or defraud Prosperity in its efforts to foreclose the deed of trust, and the stay should be lifted on this independent ground.

B. This Court should impose another equitable servitude on the Property because the Fosters have demonstrated themselves to be serial, fraudulent bankruptcy filers who abuse the stay.

41. Cause also exists for the imposition of an equitable servitude on the Property for a period of 180 days. This Court holds the authority, pursuant to *In re Yiman*, 214 B.R. 463 (Bankr. D. Md. 1997), to invoke a remedy to prevent the continuing abuse of the bankruptcy process in the presence of a variety of factors, including (a) whether the serial filings were designed to forestall foreclosure, (b) the sheer number of bankruptcy filings, (c) whether debtor had made sincere effort to prosecute her case, and (d) the objective futility of the latest bankruptcy filing. *E.g., In re Nelson*, 06-11691 RAG, 2006 WL 4671846, at *1 (Bankr. D. Md.

July 27, 2006) ("In analyzing whether such prospective relief is warranted, the Court considers the objective futility of any plan offered by the debtor in the current case, the number of bankruptcy filings affecting the property, the past and present efforts to prosecute these filings, and current status of the underlying debt.") (imposing equitable servitude because multitude of prior bankruptcy filings were used solely to delay foreclosure). *See also, In re Harold Dene Amey*, 314 B.R. 864, 867 (Bankr. N. D. Ga. 2004) (holding that filing of serial bankruptcy cases by debtors, or by debtors and others acting in concert with them, solely for the purpose of obtaining automatic stays that repeatedly delay foreclosure and with no realistic ability or intent to propose and consummate a feasible chapter 13 plan that provides lawful treatment of a secured lender's claim, constitutes an abuse of the bankruptcy process and of the Bankruptcy Code's automatic stay provisions); *In re Fernandez*, 212 B.R. 361, 369 (Bankr. C. D. Cal. 1997), *aff'd on other grounds*, 227 B.R. 174 (9th Cir. BAP 1998), *aff'd* 208 F.3d 220 (9th Cir. 2000) (finding that courts may consider several factors when deciding whether debtor's bankruptcy filings lacked good faith, including the number of bankruptcy filings, whether the filings were docketed on the eve of foreclosure sales, whether debtor attempted to prosecute his or her case by appearing at scheduled hearings and meetings, and whether debtor made plan payments to the trustee).

42. In the present matter, including this case, the Debtor has filed two bankruptcy petitions. In the last case, she failed to appear for the meeting of creditors, and then also failed to appear for the *re-scheduled* meeting of creditors. The case was therefore dismissed. That history, coupled with the scheme employed in conjunction with her husband to abuse the stay to obstruct the foreclosure process, demonstrates that Mrs. Foster does not intend to prosecute her

bankruptcy case in good faith, and absent an equitable servitude, she will abuse the stay in the future.

43. This Court considered many of the circumstances of this case when imposed an equitable servitude on the Property effective from March 17, 2016, to September 13, 2016. *See Exhibit 7.* The pertinent factual developments since then are Mrs. Foster's now-dismissed April 8, 2016, bankruptcy filing, the foreclosure sale, the circuit court's judgment awarding Prosperity's possession of the Property, and the instant case. Those developments support the imposition of another equitable servitude because they have reduced Mrs. Foster's interest in the Property, and they demonstrate that she is prone to frivolous bankruptcy filings.

44. A deputy clerk of the Circuit Court for Prince George's County has informed the undersigned that—given the multitude of foreclosure filings in that court—it takes approximately eight months before the court will act on a request to ratify a completed report of sale. *See Aff. of William J. Harrington, Exhibit 11.* Here, all papers necessary for review of the report of sale were filed on July 8, 2016, which indicates that the court will act on the ratification request in approximately March of 2017.

45. While Prosperity expects the report of sale to be ratified in that timeframe, in the event it is not, Prosperity will wish to move to extend any equitable servitude, and, in the event the instant case is dismissed in the next 180 days, Prosperity requests that this Court retain jurisdiction over any equitable servitude imposed in the event it becomes necessary to extend the equitable servitude. *See In re Abdul Muhamin*, 343 B.R. 159, 164, 2006 WL 1153898 (Bankr. D. Md. 2006) (retaining jurisdiction to consider creditor's request for imposition of an equitable servitude).

WHEREFORE, Prosperity, its assigns and/or successors-in-interest request that this

Court:

- A. Enter an order terminating the automatic stay imposed by 11 U.S.C. §§ 362(a) and 1301(a) of the United States Bankruptcy Code to enable Prosperity to avail itself of its rights and remedies under the promissory note, deed of trust, and state law; including but not limited to the continuation of foreclosure proceedings against the property located at 700 Ardonia Terrace, Upper Marlboro, Maryland 20774; enforcing the judgment awarding possession of the Property; requesting a writ of possession from the Clerk of the Circuit Court for Prince George's County and delivering that writ to the Sheriff of Prince George's County for service on the Property; allowing Prosperity to re-open the foreclosure action in the Circuit Court for Prince George County and pursue ratification of the foreclosure sale; and after ratification of the foreclosure sale, accepting and recording the deed to the Property;
- B. Impose an equitable servitude on the Property for a period of 180 days to prevent the automatic stay created by 11 U.S.C. §§ 362(a) and 1301(a) from attaching to the Property by reason of any new bankruptcy being filed by any person holding an interest in the Property, including but not limited to Debtor Caprice Foster and co-owner Marcus Foster;
- C. Retain jurisdiction over any equitable servitude imposed in this case in the event the case is dismissed or closed to consider a potential motion to extend the equitable servitude; and
- D. Grant such other and further relief as may be just and necessary.

Respectfully submitted,

/s/ George E. Brown, Esq.

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gbrown@kg-law.com
wharrington@kg-law.com

Attorneys for Prosperity Home Mortgage, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of October, 2016, I served a copy of the forgoing document on the following individuals:

Via CM/ECF and the U.S.P.S

Donald L. Bell, Esquire
The Law Office of Donald L. Bell, LLC
6305 Ivy Lane
Suite 214
Greenbelt, Maryland 20770-6313

Nancy Spencer Grigsby
185 Admiral Cochrane Drive
Suite 240
Annapolis, Maryland 21401-7493

Via U.S.P.S.

BMW Financial Service
P.O. Box 3608
Dublin, Ohio 43016-0306

Brock & Scott, PLLC
7564 Standish Place
Derwood, Maryland 20855-2745

Capital One
Attention: Bankruptcy Department
P.O. Box 30285
Salt Lake City, Utah 84130-0285

Comptroller of Maryland
Revenue Administration Division
110 Carroll Street
Annapolis, Maryland 21411-1000

Comptroller of the Treasury
Compliance Division, Room 409
301 W. Preston Street
Baltimore, Maryland 21201-2305

Fed Choice FCU
10001 Willowdale Road
Lanham, Maryland 20706-4321

Internal Revenue Service
P.O. Box 7346
Philadelphia, Pennsylvania 19101-7346

Michael J. Klima, Jr., Esquire
8028 Ritchie Highway
Pasadena, Maryland 21122-1075

Oak Creek Club Homeowners Assoc., Inc.
P.O. Box 803555
Dallas, Texas 75380-3555

Prince George's County Treasury Division
14741 Governor Oden Bowie Drive
Room 1090
Upper Marlboro, Maryland 20772-3043

Prince George's County Treasurer Division
Room 1090
Upper Marlboro, Maryland 20772

BMW Financial Services
c/o Richard D. Londo
2441 Linden Lane
Silver Spring, Maryland 20910-1230

State of Maryland DLLR
Division of Unemployment Insurance
1100 N. Eutaw Street, Room 401
Baltimore, Maryland 21201-2225

USAA Savings Bank
10750 McDermott
San Antonio, Texas 78288-1600

USCB Corporation
P.O. Box 75
Archbald, Pennsylvania 18403-0075

Caprice Foster
700 Ardonia Terrace
Upper Marlboro, Maryland 20774-8981

Marcus A. Foster
700 Ardonia Terrace
Upper Marlboro, MD 20774

/s/ William J. Harrington, Esq.
William J. Harrington

EXHIBIT 1

318
35717

NVR Settlement Services
4991 New Design Road
Suite 105
Frederick, MD 21703

112

THIS DEED

Clerk of the
Circuit Court

2014 MAR -5 PM 2:02

Made this 31st day of January, 2014, by and between NVR, INC., a Virginia Corporation, ("Grantor"), and Marcus A. FOSTER and Caprice FOSTER, ("Grantee(s)"). I.D. #82

WITNESSETH:

THAT for and in consideration of the sum of SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00), receipt of which is hereby acknowledged the Grantor does grant, bargain, sell and convey to said Grantee(s), in fee simple, as tenants by the entirety, the following land and premises situated in Prince George's County, State of Maryland, and known and described as:

Lot 36, in Block A, as shown on a plat entitled "Plat Five, Lots 27 through 45 & Parcels E & F, Block A and Part of Parcel A Oak Creek Club Queen Anne Turn" as recorded among the Land Records of Prince George's County, Maryland in Plat Book 207 Plat 21.

BEING THE SAME PROPERTY DESCRIBED IN DEED RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 34881, AT FOLIO 406.

PROPERTY ADDRESS: 700 Ardonia Terrace, Upper Marlboro, MD 20774

TAX ID#: 07-3685278

IMP FD SURE \$	40.00
RECORDING FEE	20.00
TR TAX STATE	1,625.00
TOTAL	1,685.00
Res# PG04	Rcpt # 61937
MMB JKF	81k # 864
Mar 05, 2014	02:01 pm

Grantor Address: 555 Quince Orchard Road, Suite 240
Gaithersburg, MD 20878

PRINCE GEORGE'S COUNTY GOVT.
RECEIPT DATE 03/01/2014
ACCOUNT # 3685278

Grantee Address: 700 Ardonia Terrace
Upper Marlboro, MD 20774

REVIEWER ID	007
RECEIPT #	561
PG DEED TAX	9,100.00
MD DEO TAX	3,575.00
PG TRUST #1	.00
MD TRUST #1	.00
PG TRUST #2	.00
MD TRUST #2	.00
PG TRUST #3	.00
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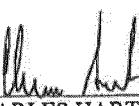
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IN TESTIMONY WHEREOF, the Grantor has caused this Deed to be duly executed on its behalf by its duly authorized Vice President, as the act and deed of the corporation.

WITNESS/ATTEST:

NVR, INC. a Virginia Corporation



BY:  (SEAL)
CHARLES HART
Vice-President

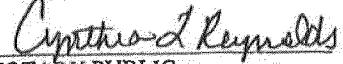
STATE OF MARYLAND :

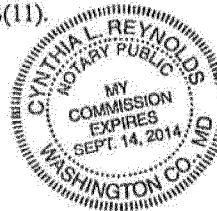
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COUNTY OF MONTGOMERY:

I HEREBY CERTIFY that on this 8 day of March, 2013, before me, the undersigned officer, personally appeared CHARLES HART who acknowledged himself to be the Vice-President of NVR, Inc., a Virginia Corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Corporation, and further certified under penalties of perjury that the Grantor is a resident entity of the State of Maryland as defined in COMAR 03.04.12.02B(11).

WITNESS my hand and Notarial Seal.


NOTARY PUBLIC
My Commission expires: 9/14/14



This is to certify that the within instrument was prepared by or under the supervision of a Maryland attorney or by one of the parties named in the instrument.

Name: THOMAS C. MAJICK
Title: MARYLAND ATTORNEY

EXHIBIT 4

KEITH M. YACKO, ET AL.,
Substitute Trustees

Plaintiffs,
v.

MARCUS A. FOSTER, ET AL.,

Defendants.

* IN THE
CIRCUIT COURT
FOR
PRINCE GEORGE'S COUNTY
Case No.: CAEF15-00616

* * * * *

**CERTIFICATION OF CUSTODIAN OF
RECORDS OR OTHER QUALIFIED INDIVIDUAL**

I, Brian Evans, do hereby certify that:

1. I am the Custodian of Records of, or am otherwise qualified to administer the records for, Prosperity Home Mortgage, LLC.
2. The attached records:
 - a. are true and correct copies of records that were made at or near the time of the occurrence of the matters set forth by, or from the information transmitted by, a person with knowledge of these matters;
 - b. were kept in the course of regularly conducted activity; and
 - c. were made and kept by the regularly conducted business activity as a regular practice.

I declare under penalty of perjury that the foregoing is true and correct.



Brian Evans
Secretary
Prosperity Home Mortgage, LLC

8/19/2016
(Date)

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower		Co-Borrower	
I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage:	<input type="checkbox"/> VA	<input type="checkbox"/> Conventional	<input type="checkbox"/> Other (explain): _____
Applied for:	<input checked="" type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service		
Amount:	Interest Rate:	No. of Months:	Amortization:
\$ 330,440.00	4.250	% 300	<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain): GPM AHB (type): _____
II. PROPERTY INFORMATION AND PURPOSE OF LOAN			
Subject Property Address (street, city, state, & ZIP) 700 Ardonia Terrace, Upper Marlboro, MD 20774 County: Prince George's			No. of Units: 1
Legal Description of Subject Property (attach description if necessary)			Year Built: 2013
See Title Commitment			
Purpose of Loan:		<input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain): <input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	
		<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment	
Complete this line if construction or construction-permanent loan.			
Year Lot Acquired:	Original Cost \$	Amount Existing Liens \$	(a) Present Value of Lot \$
			(b) Cost of Improvements \$
			Total (a + b) \$
Complete this line if this is a refinance loan.			
Year Acquired:	Original Cost \$	Amount Existing Liens \$	Purpose of Refinance
			Describe Improvements <input type="checkbox"/> made <input type="checkbox"/> to be made Cost: \$
Title will be held in what Name(s) Marcus A Foster, Caprice Foster			Marital in which Title will be held Tenancy by entirety
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain) FHACGiftSourceRelative			Estate will be held in: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
Borrower		Co-Borrower	
Borrower's Name (include Jr. or Sr. if applicable) Marcus A Foster		Co-Borrower's Name (include Jr. or Sr. if applicable)	
Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School
<input checked="" type="checkbox"/> Married	<input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower) no. ages	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated
<input type="checkbox"/> Separated	0		<input type="checkbox"/> Separated
Present Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input checked="" type="checkbox"/> Rent	No. Yrs. 15438 Symondsbury Way Upper Marlboro, MD 20774	Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.
Mailing Address, if different from Present Address 700 Ardonia Terrace Upper Marlboro, MD 20774		Mailing Address, if different from Present Address	
If residing at present address for less than two years, complete the following:			
Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent		No. Yrs.	Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.
Borrower		IV. EMPLOYMENT INFORMATION	
Name & Address of Employer	<input checked="" type="checkbox"/> Self Employed	Yrs. on this job	Co-Borrower
Self 15438 Symondsbury Way Upper Marlboro, MD 20774		2 Y. 3 M	Name & Address of Employer
Position/Title/Type of Business: Clinical Di/Pathologist	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
If employed in current position for less than two years or if currently employed in more than one position, complete the following:			
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer
UNC at Chapel Hill 104 Airport Drive NC 27699		06/01/2008 08/01/2010	<input checked="" type="checkbox"/> Self Employed
Position/Title/Type of Business Undergraduate Pathology Student	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer
Guardian Clinical Pathology Laboratory 7701 Greenbelt Suite 104 Greenbelt, MD 20770		07/01/2010 10/31/2011	<input checked="" type="checkbox"/> Self Employed
Position/Title/Type of Business Non Paying Internship	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)



V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
\$888 Emp. Income*	\$ 11,574.00	\$	\$ 11,574.00	Rent	\$ 3,150.00	
Overtime				First Mortgage (P&I)	\$ 3,130.93	
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance	66.00	
Dividends/Interest				Real Estate Taxes	810.70	
Natl Rental Income				Mortgage Insurance	699.29	
Other (before completing see the notice in "Debtors other income," below)				Homeowner Assn. Dues	160.00	
Total	\$ 11,574.00	\$	\$ 11,574.00	Other:		

* Self-Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.	
B/C:	Monthly Amount
	\$

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed Jointly Not Jointly

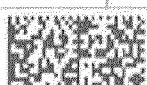
ASSETS	Cash or Market Value	LIABILITIES	Monthly Pmt. & Mes. Left to Pay	Unpaid Balance
Description	\$	Name and address of Company (B1) BMW FINANCIAL SERVICES	\$ Pmt/Mos. (878.00) / 31	\$ (27,300.00)
Cash Deposit toward purchase held by:	\$	Acct. no. [REDACTED]		
Checking and savings accounts below:		Name and address of Company (B1) PRINCE GEORGES COMM FC	\$ Pmt/Mos. 406.00 / 39	\$ 23,000.00
Name and address of Bank, S&L, or Credit Union USAA		Acct. no. [REDACTED]		
Acct. no. \$ 6,553.05		Name and address of Company (B1) US DEPT OF EDG/OLELSI	\$ Pmt/Mos. 121.00 / 88	\$ 10,768.00
Name and address of Bank, S&L, or Credit Union Federal Choice FCU and NFCU 20774		Acct. no. [REDACTED]		
Acct. no. \$ 39,000.00		Name and address of Company (B1) STATE EMP CU OF MARYLA	\$ Pmt/Mos. 223.00 / 88	\$ 10,000.00
Name and address of Bank, S&L, or Credit Union		Acct. no. [REDACTED]		
Acct. no. \$		Name and address of Company (B1) USAA SAVINGS BANK	\$ Pmt/Mos. 71.00 / 89	\$ 6,308.00
Stocks & Bonds (Company name/number & description)		Acct. no. [REDACTED]		
Life insurance net cash value Face amount: \$		Name and address of Company (B1) USAA SAVINGS BANK	\$ Pmt/Mos. 48.00 / 54	\$ 2,546.00
Subtotal Liquid Assets \$ 41,553.05		Acct. no. [REDACTED]		
Real estate owned (enter market value from schedule of real estate owned)		Name and address of Company (B1) See Schedule of Liabilities	\$ Pmt/Mos.	\$
Vested interest in retirement fund:		Acct. no. [REDACTED]		
Net worth of business(es) owned (attach financial statement)		Alimony/Child Support/Separate Maintenance Payments Owed to:	\$	
Automobiles owned (make and year)		Job Related Expense (child care, union dues, etc.)	\$	
		Total Monthly Payments	\$ 889.00	
Other Assets (itemize)		Total Assets a. \$ 41,553.05	Net Worth (minus b.) \$ (11,068.85)	Total Liabilities b. \$ 52,622.00



VI. ASSETS AND LIABILITIES (cont.)							Insurance, Maintenance Taxes & Misc.	Net Rental Income
Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Other Income		
		\$	\$	\$	\$	\$	\$	\$
Total \$		\$	\$	\$	\$	\$	\$	\$
List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s).								
Alternate Name		Creditor Name			Account Number			
VII. DETAILS OF TRANSACTION								
a. Purchase price	\$ 650,000.00							
b. Alterations, improvements, repairs								
c. Land (if acquired separately)								
d. Refinance (incl. debts to be paid off)								
e. Estimated prepaid items	3,550.91							
f. Estimated closing costs	21,623.08							
g. PMI, MIP, Funding Fee	10,046.25							
h. Discount (if Borrower will pay)								
i. Total costs (add items a through h)	\$65,000.24							
j. Subordinate financing								
k. Borrower's closing costs paid by Seller	22,000.00							
l. Other Credits (explain)								
CC Paid by Broker/Lender/Off.	350.00							
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	625,500.00							
n. PMI, MIP, Funding Fee financed	10,945.00							
o. Loan amount (add m & n)	636,445.00							
p. Cash from/to Borrower (subtract) k, l & o from i)	27,254.24							
VIII. DECLARATIONS								
If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.								
a. Are there any outstanding judgments against you?	<input type="checkbox"/>							
b. Have you been declared bankrupt within the past 7 years?	<input type="checkbox"/>							
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	<input type="checkbox"/>							
d. Are you a party to a lawsuit?	<input type="checkbox"/>							
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured home loans, home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.)	<input type="checkbox"/>							
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?	<input type="checkbox"/>							
If "Yes," give details as described in the preceding question.	<input type="checkbox"/>							
g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>							
h. Is any part of the down payment borrowed?	<input type="checkbox"/>							
i. Are you a co-maker or endorser on a note?	<input type="checkbox"/>							
j. Are you a U.S. citizen?	<input type="checkbox"/>							
k. Are you a permanent resident alien?	<input type="checkbox"/>							
l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	<input type="checkbox"/>							
m. Have you had an ownership interest in a property in the last three years?	<input type="checkbox"/>							
(1) What type of property did you own - principal residence (PR), second home (SH), or investment property (IP)?	<input type="checkbox"/>							
(2) How did you hold title to the home - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	<input type="checkbox"/>							
IX. ACKNOWLEDGMENT AND AGREEMENT								
Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et. seq.; (2) the loan requested pursuant to this application ("the 'Loan') will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its successors, successors or assigns may retain this original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in this application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its successors, successors or assigns, may in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (including audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.								
Acknowledgement. Each of the undersigned hereby acknowledges that any owner of the Loan, its successors, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.								
Borrower's Signature		Date	Co-Borrower's Signature			Date		
X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES								
The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but we encourage to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish this information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation or surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must answer the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)								
BORROWER <input checked="" type="checkbox"/> I do not wish to furnish this information.			CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information.			<input type="checkbox"/>		
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino			Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino			<input type="checkbox"/>		
Race: <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino			Race: <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino			<input type="checkbox"/>		
Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male			Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male			<input type="checkbox"/>		
To be Completed by Loan Originator:								
This information was provided: <input type="checkbox"/> In a face-to-face interview <input type="checkbox"/> In a telephone interview			By the applicant and submitted by fax or mail <input type="checkbox"/> By the applicant and submitted via e-mail or the Internet <input type="checkbox"/>			<input type="checkbox"/>		
Loan Originator's Signature						Date		
Loan Originator's Name (print or type) Adamars Gli			Loan Originator Identifier 105643 / State License # - 5176			Loan Originator's Phone Number (including area code) 202-339-8218		
Loan Origination Company's Name Prosperity Home Mortgage, LLC			Loan Origination Company Identifier 75164			Loan Origination Company's Address 1000 St. Albans Drive, Suite 400 Raleigh, NC 27609		

Uniform Residential Loan Application
Freddie Mac Form 65 7/06 (rev.6/09)
Ellie Mae, Inc.

Page 3 of 4



Apple Mac Form 1503 - 7/95 (Rev 6/98)

Page 10 of 10

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GURU
01/31/2014 11:10 AM CET

CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION			
Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark A for Borrower or C for Co-Borrower.	Borrower: Marcus A Foster	Agency Case Number: [REDACTED]	
	Co-Borrower:	Lender Case Number: [REDACTED]	

LIABILITIES AND PLEDGED ASSETS CONTINUED

Name and address of Company	Prn/Mos.	Unpaid Balance
(B1)		
(B1)		
(B1)		

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature: 	Date: 1/31/2014	Co-Borrower's Signature: X	Date:
--	--------------------	-------------------------------	-------





THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

OFFICE OF UNIVERSITY COUNSEL

110 BYNUM HALL
CAMPUS BOX 9105
222 EAST CAMERON AVENUE
CHAPEL HILL, NC 27599-9105

T 919.962.1219
F 919.843.1617

July 31, 2015

Katherine T. Bosma, Esq.
Prosperity Home Mortgage, LLC
14501 George Carter Way, Suite 300
Chantilly, VA 20151
(703) 653-8557
Katherine.Bosma@phmloans.com

SENT VIA ELECTRONIC MAIL

Dear Ms. Bosma:

I write in response to your correspondence dated July 29, 2015 (sent to hr@unc.edu). In your correspondence you wrote seeking employment information/verification for an individual named Marcus A. Foster (you also provided a date of birth, a partial social security number, purported dates of employment and purported position).

The information that follows is being provided to you in accordance with the North Carolina Public Records Act. According to the Office of Human Resources, there is no record of a current or former employee named Marcus Foster.

This request is fully processed and is now closed-out. Please note that public records requests, and responses to those requests, are also public records. The University has dedicated a section of its website to providing information about public records requests as part of its ongoing commitment to transparency and a policy of openness, honesty and cooperation with the public and the news media about public records (see <http://publicrecords.unc.edu>). Public records requests received by the Public Records Office after July 1, 2014, are listed on the University's website at <http://publicrecords.unc.edu/public-records/>. The University's Public Records Policy, also linked from that website, is available at <http://policies.unc.edu/policies/public-records/>.

Sincerely,

Anne M. Privett, NCCP
Public Records Paralegal

AMP/dqa

cc: Regina J. Stabile, Director, Institutional Records and Reporting Compliance and Public Records Officer

EXHIBIT 5

PAYER'S name, street address, city or town, province or state, country, and ZIP or foreign postal code, and telephone no.

GATEWAY MEDICAL LLC
P.O. BOX 597

SEVERNA PARK, MD 21146

PAYER'S federal identification number

RECIPIENT'S identification number

RECIPIENT'S name, street address (including apt. no.), city or town, province or state, country, and ZIP or foreign postal code

MARCUS FOSTER
15436 SYMONDSBURY WAY

UPPER MARLBORO, MD 20774

Account number (see instructions)

15a. Section 409A deferrals

15b. Section 409A income

\$

\$

S	2 Royalties
S	3 Other income
S	5 Fishing boat proceeds

13	Filing 1099-MISC
S	4 Federal income tax withheld
S	6 Unemployment compensation

Miscellaneous Income

Copy B
For Recipient

S	7 Nonemployee compensation
\$ 162500.00	8 Securities payments filed 7 months after receipt
S	9 Payment made prior to sale of \$5,000 or more of consumer products to a layaway recipient for resale <input type="checkbox"/>
S	10 Crop insurance proceeds
S	11 Foreign tax paid

S	12 Partnership or U.S. possession income
S	13 Excess golden parachute payments
S	14 Gross proceeds paid to an attorney
S	15 State tax withheld
S	16 State/Federal state inc.

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable, and the IRS determines that it has not been reported.

18. State income
S
S

Form 1099-MISC

(keep for your records)

www.irs.gov/form1099misc

Department of the Treasury Internal Revenue Service

EXHIBIT 6

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Greenbelt Division

IN RE:
Marcus A. Foster
Debtor

Case No. 15-17955-WIL

Prosperity Home Mortgage, LLC
Movant

vs.

Chapter 13

Marcus A. Foster
Debtor

and

Caprice Foster
Co-Debtor

AFFIDAVIT OF LAUREN CARBO, CEO OF GATEWAY MEDICAL, LLC

1. I, Lauren Carbo, am over the age of eighteen and am the Chief Executive Officer of Gateway Medical, LLC.
2. Gateway Medical, LLC has never been affiliated with Marcus A. Foster and Marcus A. Foster has never been an employee or an independent contractor of Gateway Medical, LLC.
3. In April 2014, I was contacted by Prosperity Mortgage, LLC regarding Marcus A. Foster and I was provided with a copy of an IRS Form 1099 for Year 2013, allegedly provided by Marcus A. Foster to Prosperity Mortgage, LLC with his loan application.
4. The IRS Form 1099 provided by Marcus A. Foster was not created by Gateway Medical, LLC, even though the tax form contains Gateway Medical, LLC's correct address and tax identification number.

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.



Lauren Carbo
Chief Executive Officer
Gateway Medical, LLC

Virginia
State of Maryland
County of Albemarle

I HEREBY CERTIFY, the undersigned Notary, that on this September 1st day of 2015, personally appeared Lauren Carbo, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and he/she acknowledged the foregoing Affidavit to be his/her act, being duly authorized to do so and in my presence signed and acknowledged the same.

Witness my hand and notarial seal.



NOTARY PUBLIC

My commission expires: December 31, 2015

Karen Fickling
Signature of Notary

Karen Fickling
Print name of Notary

EXHIBIT 7

Entered: March 22, 2016

Case 16-10498 Doc 26 Filed 03/22/16 Page 1 of 3

Signed: March 21, 2016

SO ORDERED



WENDELIN L. LIPP
U. S. BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Greenbelt Division

IN RE:
Marcus A. Foster
Debtor

Case No. 16-10498-WIL

Prosperity Home Mortgage, LLC
Movant,

vs.

Chapter 7

Marcus A. Foster
Debtor

MFR No. 19

and

Caprice Foster
Co-Owner

and

Steven H. Greenfeld
Chapter 7 Trustee

**ORDER GRANTING RELIEF FROM AUTOMATIC STAY AND IMPOSING
EQUITABLE SERVITUDE FOR A PERIOD OF 180 DAYS ON PROPERTY LOCATED
AT 700 ARDONIA TERRACE, UPPER MARLBORO, MARYLAND 20774**

Upon review of the Motion for Relief from the Automatic Stay and Request for
Imposition of an Equitable Servitude for 180 Days (MFR No. 19) filed herein by Prosperity

Case 16-10498 Doc 26 Filed 03/22/16 Page 2 of 3

Home Mortgage, LLC ("Movant"), and there being no response or objection by the Debtor Marcus Foster, Co-Owner Caprice Foster, the Chapter 7 Trustee, or any other parties in interest, and after a full evidentiary hearing held on March 17, 2016 attended by counsel for Movant and Thomas J. Gartner, Substitute Trustee, and for good cause and for the reasons discussed and argued on the record at the hearing, it is hereby,

ORDERED that the automatic stay imposed by 11 U.S.C. § 362 (a) is TERMINATED to enable Movant and/or its successors and assigns to avail itself of its rights under the Deed of Trust, Promissory Note, and state law, including but not limited to the initiation or continuation of foreclosure proceedings in the Circuit Court for Prince George's County, Maryland, against the property known as **700 Ardonia Terrace, Upper Marlboro, MD 20774** ("Property"), to obtain or transfer title to the Property, and to allow the successful purchaser to obtain possession of same; and it is further,

ORDERED, that an equitable servitude is thereupon imposed by this Order upon the Property for a period of 180 days, effective March 17, 2016, the date of the hearing on Movant's motion and the date of this Court's ruling on this matter; and it is further,

ORDERED, that the equitable servitude shall prevent any stay under 11 U.S.C. § 362(a) from attaching to the Property by reason of any new bankruptcy being filed by any person holding a legal, equitable, possessory, leasehold, or other interest in the Property, including but not limited to any bankruptcy filing by Marcus Foster or Caprice Foster; and it is further,

ORDERED, that Movant shall not be prohibited by reason of any new bankruptcy filing and Movant may proceed unfettered with state court actions against the Property, including but not limited to any foreclosure action, foreclosure proceeding, or foreclosure sale, any eviction action or eviction proceeding, as well as any other necessary and related activities in furtherance

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of execution of Movant's rights against the Property; and it is further,

ORDERED, that the automatic stay of 11 U.S.C. § 362 (a) shall not be reimposed as to Debtor Marcus Foster's interest or Co-Owner Caprice Foster's interest in the property by the conversion of this case to a case under another Chapter of the United States Bankruptcy Code; and it is further,

ORDERED, that Movant may, at its election, record a copy of this Order in the land records of Prince George's County, Maryland and the Clerk of the Circuit Court for Prince George's County, Maryland shall comply and accept the same for recordation.

cc:

Gene Jung, Esq.
Brock & Scott, PLLC
7564 Standish Place, Suite 115
Rockville, Maryland 20855
Counsel for Movant

Marcus A. Foster
700 Ardonia Terrace
Upper Marlboro, MD 20774
Debtor

Caprice Foster
700 Ardonia Terrace
Upper Marlboro, MD 20774
Co-Owner

Michael Patrick Coyle, Esq.
6700 Alexander Bell Drive
Suite 200
Columbia, MD 21046
Counsel for Debtor

Steven H. Greenfeld
2600 Tower Oaks Blvd., Suite 103
Rockville, MD 20852
Chapter 7 Trustee

END OF ORDER